

**PRE-APPEAL BRIEF REQUEST FOR REVIEW**

Docket Number

Q62029

Mail Stop AF  
 Commissioner for Patents  
 P.O. Box 1450 Alexandria, VA 22313-1450

Application Number

09/751,391

Filed

January 2, 2001

First Named Inventor

Kee-hwan LEE

Art Unit

3625

Examiner

Naeem U. HAQ

WASHINGTON OFFICE

**23373**

CUSTOMER NUMBER

Applicant requests review of the final rejection in the above-identified application. No amendments are being filed with this request.

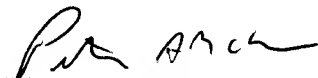
This request is being filed with a notice of appeal

The review is requested for the reasons(s) stated on the attached sheet(s).

Note: No more than five (5) pages may be provided.

☒ I am an attorney or agent of record.

Registration number 38,551



Signature

Peter A. McKenna

Typed or printed name

(202) 293-7060

Telephone number

July 24, 2007

Date

**PATENT APPLICATION**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of

Docket No: Q62029

Kee-hwan LEE, et al.

Appln. No.: 09/751,391

Group Art Unit: 3625

Confirmation No.: 7508

Examiner: Naeem U. HAQ

Filed: January 2, 2001

For: POINTS TRADING SERVICE METHOD AND SYSTEM THEREFOR

**PRE-APPEAL BRIEF REQUEST FOR REVIEW**

**MAIL STOP AF - PATENTS**

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

Sir:

Pursuant to the Pre-Appeal Brief Conference Pilot Program, and further to the Examiner's Final Office Action dated January 24, 2007, Applicant files this Pre-Appeal Brief Request for Review. This Request is also accompanied by the filing of a Notice of Appeal.

Applicant turns now to the rejections at issue:

Claims 1-20 and 22-42, all the claims pending in the application, are rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over U.S. Patent No. 6,594,640 to Postrel (hereinafter "Postrel") in view of U.S. Patent No. 6,484,147 to Brizendine et al. (hereinafter "Brizendine") and further in view of U.S. Patent Application Publication No. 2002/0007335 to Millard et al. (hereinafter "Millard"). Applicant respectfully submits that the claimed invention would not have been rendered obvious in view of the combinations of the cited prior art.

For example, independent claim 1 recites a method for exchanging trading points including, *inter alia*, a transaction processor that receives a request from a first customer to exchange trading points awarded to the first customer from a first member shop for trading points awarded to at least one other customer from a different member shop.

Postrel teaches a system which allows users to trade and redeem points accumulated in frequent use reward programs for products and services (col. 1, lines 13-17). The system also allows users to purchase points traded in by other users (col. 1, lines 22-26).

The Examiner takes the position that Postrel teaches many of the features of claim 1, but admits that Postrel fails to teach the claimed request to exchange trading points for trading points and relies on Brizendine to supply this deficiency.

In the final Office Action dated January 24, 2007, the Examiner asserts that Brizendine teaches a method for transferring trading points awarded to one customer from a first member shop to another customer from a second member shop. The Examiner further alleges that it would have been obvious to one of ordinary skill in the art, at the time the invention was made, to incorporate the teachings of Brizendine into the invention of Postrel in order to allow a plurality of users to transfer trading points between each other. However, in Brizendine's system, points are transferred from a first member 120 to a second member 130, but the first member 120 does not receive anything in return from the second member 130 (col. 11, lines 13-47). Thus, as discussed in the after-final response filed on April 24, 2007, Brizendine's feature of allowing a first member 120 to transfer points to a second member 130 *without receiving*

*anything in return* teaches away from Postrel's feature of redeeming trading points *for money or goods*.

In response to Applicants' arguments to this effect, the Examiner maintains the rejections and asserts in the Advisory Action that:

"Brizendine is silent on whether or not a first member receives anything from a second member after the points are transferred. A reference which is silent on a particular feature does not necessarily mean that the reference teaches against the feature. Moreover, Postrel teaches that a member is compensated for trading in his or her points. Therefore, there is no requirement for the secondary reference to reteach what is already taught by the primary reference."

Here, the Examiner admits that Brizendine does not teach that points are exchanged for something in return. Even if the Examiner were to assert that Brizendine suggests that the first member 120 does receive some sort of compensation for loading points into an account of the second member 130, Brizendine does not teach or suggest that such compensation would be in the form of points. Thus, Brizendine does not teach or suggest a request from a first customer to *exchange trading points* awarded to the first customer from a first member shop *for trading points* awarded to at least one other customer as required by claim 1.

Though the Examiner asserts that Postrel teaches that a member is compensated for trading in his or her points, Postrel's compensation does not supply the deficiencies of Brizendine because Postrel does not teach or suggest that this compensation is in the form of points. In the final Office Action, the Examiner admits that Postrel does not teach this feature

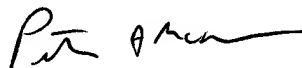
(See pages 5-6). Instead, Postrel merely discloses that points are redeemed for *goods and services* (col. 1, lines 13-17). Thus, Postrel does not teach or suggest a request from a first customer to *exchange trading points* awarded to the first customer from a first member shop *for trading points* awarded to at least one other customer as required by claim 1. Millard does not cure the deficiencies of Postrel and Brizendine.

In view of the foregoing, even if Brizendine's teachings of *transferring* points were combined with Postrel's request for *redemption of points for goods or service* as asserted by the Examiner, the combination would not teach or suggest a request from a first customer to *exchange trading points* awarded to the first customer from a first member shop *for trading points* awarded to at least one other customer as required by claim 1.

Because the cited references, alone or in combination, do not teach or suggest all of the features of claim 1, Applicants submit that the claim is not rendered unpatentable by the cited references and respectfully request withdrawal of the rejection.

Claims 4, 10, 18, 28, 39, and 40 recite features that are analogous to those discussed above in conjunction with claim 1. Thus, Applicants submit that these claims are patentable at least for analogous reasons. Applicants also submit that claims 2, 3, 5-9, 11-17, 19, 20, 22-27, 29-38, 41, and 42, being dependent on one of claims 1, 4, 10, 18, 28, 39, and 40, are patentable at least by virtue of their dependency.

Respectfully submitted,



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Peter A. McKenna  
Registration No. 38,551

SUGHRUE MION, PLLC  
Telephone: (202) 293-7060  
Facsimile: (202) 293-7860

WASHINGTON OFFICE

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